

**United States Postal Service and National Association of Letter Carriers, Branch No. 442.** Case 19–CA–25636(P)

July 19, 2002

**DECISION AND ORDER**

BY MEMBERS LIEBMAN, COWEN, AND BARTLETT

On a charge filed by the Union on December 8, 1997, the General Counsel of the National Labor Relations Board issued a complaint and notice of hearing on December 2, 1998, alleging that the United States Postal Service (USPS or Respondent) violated Section 8(a)(1) and (5) of the Act by failing and refusing to furnish the Union requested information relevant to the processing of a grievance the Union had filed over the Respondent's denial of a unit employee's transfer request. The Respondent filed a timely answer denying the commission of any unfair labor practices.

On September 7, 1999, the General Counsel, the Respondent, and the Charging Party filed with the Board a motion to transfer proceeding to the Board and stipulation of issue and facts. The parties agreed that the charge, complaint, answer, and the stipulation of issue and facts constitute the entire record in this case, and that no oral testimony is necessary or desired by any of the parties. The parties waived a hearing, the making of findings of fact, conclusions of law, and the issuance of a decision by an administrative law judge. On July 20, 2000, the Executive Secretary, by direction of the Board, issued an order approving the stipulation, and transferring the proceeding to the Board. Thereafter, the General Counsel filed a brief.<sup>1</sup>

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

On the entire record in this case, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

The Respondent provides postal services for the United States of America and operates various facilities throughout the United States in the performance of that function, including facilities in Spokane and Tacoma, Washington, the facilities at issue here. The Respondent admits, and we find, that the Board has jurisdiction over it and this matter by virtue of section 1209 of the Postal Reorganization Act.

<sup>1</sup> The Respondent's brief, which was untimely filed, was not forwarded to the Board and we have therefore not considered it here.

**II. LABOR ORGANIZATION**

The complaint alleges, the Respondent admits, and we find, that the National Association of Letter Carriers, AFL–CIO (NALC) and National Association of Letter Carriers, Branch No. 442 (the Union) are, and have been at all material times, labor organizations within the meaning of Section 2(5) of the Act.

**III. ALLEGED UNFAIR LABOR PRACTICES**

The issue here is whether the Respondent violated Section 8(a)(1) and (5) of the Act by failing and refusing to furnish the Union information requested by the Union relating to the Respondent's denial of unit employee and Union Steward Debra Dixon's request to transfer from its Spokane, Washington, facility to its Tacoma, Washington facility.<sup>2</sup>

**A. Facts**

The Respondent and NALC were parties to a series of collective-bargaining agreements, including a collective-bargaining agreement (Exh. 3) which was effective from August 19, 1995, through November 20, 1998 (the contract), and which covered employees in a unit consisting of all city letter carriers employed by the Respondent.<sup>3</sup> The Union is a local of NALC and is engaged in certain

<sup>2</sup> The Respondent has a history of similar violations. See, e.g., *Postal Service*, 332 NLRB 635 (2000); *Postal Service*, 310 NLRB 701 (1993); *Postal Service*, 310 NLRB 391 (1993); *Postal Service*, 308 NLRB 1305 (1992), *enfd.* in part remanded as to remedy 18 F.3d 1089 (3d Cir. 1994), on remand 314 NLRB 901 (1994); *Postal Service*, 307 NLRB 1105 (1992), *enfd.* mem. 17 F.3d 1434 (4th Cir. 1994); *Postal Service*, 307 NLRB 429 (1992); *Postal Service*, 301 NLRB 709 (1991), *enfd.* mem. 980 F.2d 724 (3d Cir. 1992); *Postal Service*, 289 NLRB 942 (1988), *enfd.* 888 F.2d 1568 (11th Cir. 1989); and *Postal Service*, 280 NLRB 685 (1986), *enfd.* 841 F.2d 141 (6th Cir. 1988).

<sup>3</sup> Specifically, the complaint alleges, and the Respondent admits, that NALC is the exclusive collective-bargaining representative of the Respondent's employees in a unit consisting of

All city letter carriers employed by the Respondent, excluding professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards, postal inspectors, employees in the supplemental work force, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, postal clerks, managerial employees and supervisors as defined in the Act.

The Respondent admits that the bargaining unit constitutes an appropriate unit for collective bargaining pursuant to Chapter 12 of the Postal Reorganization Act, but denies "that the appropriate unit is recognized pursuant to Section 9(b) of the Act[.]" As explained in *Postal Service*, 276 NLRB 1282 at fn. 1 (1985), "[t]he Board has consistently abstained from changing any longstanding collective-bargaining units unless clearly repugnant to the purposes and policies of the Act." We find no reason to depart from that rule here. Accordingly, we find that the unit at issue here, as recognized by the Respondent in prior collective-bargaining agreements and as alleged in the complaint, constitutes an appropriate unit for bargaining within the meaning of Sec. 9(b) of the Act.

aspects of collective bargaining under the contract on behalf of NALC, including the investigation and processing of grievances through the first four steps of the grievance procedure contained in the contract.

In early July 1997,<sup>4</sup> unit employee and Union Steward Debra Dixon requested a transfer from the Respondent's Spokane, Washington facility to its Tacoma, Washington facility. By letter of August 3, Dixon informed USPS Tacoma personnel that she was requesting a mutual transfer with Tacoma letter carrier Charles Martinez, who was seeking to transfer from Tacoma to Spokane. On October 16, USPS Human Resources Specialist Vera Patterson informed Dixon by telephone that the Respondent had denied Dixon's transfer request because of Dixon's discipline and accident record, and by letter of October 17, USPS Human Resources Specialist Georgia Taylor informed Dixon that the Respondent had denied Dixon's transfer request because of Dixon's "discipline and safety record." (Exh. 8.) On October 16, the Respondent received from Dixon her handwritten resignation letter of October 16, and her completed resignation from the Postal Service form. (Exh. 9.) In her letter of resignation, Dixon stated, *inter alia*, that the Respondent had delayed her transfer request and had distorted her discipline and safety records in "direct retaliation for my union steward activities and present E.E.O.'s."

On October 25, Union Shop Steward Katherine Boyette mailed a certified letter dated October 23 to USPS Human Resources Specialists Patterson and Taylor in which Boyette, after explaining that she was the steward of record for Dixon's grievance over the denial of her transfer request, requested certain information that the Respondent relied on in denying Dixon's transfer request. (Exh. 10.) Specifically, Boyette requested "the exact aspect of discipline" and "the exact reason involving Ms. Dixon's safety record" on which the Respondent relied in denying Dixon's transfer request. Boyette also requested "any handbooks or manuals" that the Respondent relied on to justify its position. Finally, Boyette requested that the Respondent "send [her] any and all accepted applications and any and all supporting documentation by transfer applicants for the last two (2) years to your office up to and including the present so that it may be determined to what standard Ms. Dixon is being held or discriminated by." In making this last request, Boyette noted that the Respondent had cited nothing specific about either Dixon's application or deficiency in her work performance in denying Dixon's transfer request. Boyette explained that it was "because of this seemingly arbitrary action that I must seek to find the standard to

which Ms. Dixon is being held." Neither Boyette nor any representative of the Union or NALC received a response to the letter. Nor did they receive a domestic return receipt card indicating receipt of the letter.

On November 4, Boyette mailed a second letter, together with a copy of the October 23 information request, to USPS Human Resources Specialists Patterson and Taylor. (Exh. 11.) About November 15, Boyette received a completed domestic return receipt card indicating that the November 4 letter with its enclosure was delivered to the Respondent in Tacoma on November 13. Although Boyette informed the Respondent's Spokane management through various information requests filed between October 24 and January 6, 1998, that she had not received a response from the Respondent's Tacoma personnel regarding her October 23 and November 4 information requests, neither Boyette nor any representative of the Union or NALC ever received a response to the October 23 and/or November 4 information requests.

After the Union filed its grievance alleging that the Respondent's denial of Dixon's transfer request violated various provisions of the parties' collective-bargaining agreement and the Employee Labor Relations Manual, the Union and the Respondent held a step-one meeting concerning the grievance on February 13 and 14, 1998.<sup>5</sup> On February 20, the Respondent issued a step-one decision that denied the grievance.

On February 21, the Union appealed the denial of the grievance to step two of the parties' grievance procedure. Also on February 21, Union President Terry Culp hand delivered the Union's request for documents to USPS Supervisor Shelly Galindo. (Exh. 18.) This request sought information that the Union had previously requested through Boyette's October 23 and November 4, 1997 information requests, as well as the names of all individuals hired by the Respondent in Tacoma between June 1 and November 1, 1997, together with supporting personnel information. On February 24, the Union and the Respondent held a step-two meeting concerning the grievance, and on March 11, the Respondent issued a step-two decision denying the grievance. The Union appealed the denial of the grievance to step three of the parties' grievance procedure and the Union and the Respondent held a step-three meeting on the grievance on July 24. On November 3, the Respondent issued a step-three decision denying the grievance.

<sup>5</sup> All dates hereafter refer to 1998 unless otherwise stated.

<sup>4</sup> All dates hereafter refer to 1997 unless otherwise stated.

### B. Contentions of the Parties<sup>6</sup>

The General Counsel contends that the Union requested information that was clearly relevant and necessary for the Union to determine whether the Respondent had violated its contract with the Union by denying unit employee Dixon a transfer and, thereafter, to represent Dixon during the grievance-arbitration process. The General Counsel contends that the Respondent violated Section 8(a)(1) and (5) of the Act by neither furnishing the requested information nor even responding to the Union's information requests.

### C. Discussion

As explained in *Asarco, Inc.*, 316 NLRB 636, 643 (1995), enfd. in relevant part 86 F.3d 1401 (5th Cir. 1996):

In dealing with a certified or recognized collective-bargaining representative, one of the things which employers must do, on request, is to provide information that is needed by a bargaining representative for the proper performance of its duties. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967). Following an appropriate request, and limited only by considerations of relevancy, the obligation arises from the operation of the Act itself. *Ellsworth Sheet Metal*, 224 NLRB 1506 (1976). In each case, the inquiry is whether or not both parties meet their duty to deal in good faith under the particular facts of the case. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956). Processing grievances is, as argued by counsel for the General Counsel, clearly a responsibility of a union, and an employer must provide information requested by the union for the purposes of handling grievances.[<sup>7</sup>] *TRW, Inc.*, 202 NLRB 729 (1973). The legal standard concerning just what information

must be produced is whether or not there is "a probability that such data is relevant and will be of use to the union in fulfilling its statutory duties and responsibilities as the employees' exclusive bargaining representative." *Bohemia, Inc.*, 272 NLRB 1128 (1984). The Board's standard, in determining which requests for information must be honored, is a liberal discovery-type standard. *Brazos Electric Power Cooperative*, 241 NLRB 1016 (1979). The Board, in determining that information is producible, does not pass on the merits of the grievance underlying a request such as was made in this case; and the union is not required to demonstrate that the information sought is accurate, nonhearsay, or even ultimately reliable. *W. L. Molding Co.*, 272 NLRB 1239 (1984).

Applying these principles, we find that the information requested by the Union is relevant and necessary to the processing of Dixon's grievance, including whether to proceed with the grievance in the first place. As to the Union's November 4, 1997 information request for the specific aspects of Dixon's discipline and safety records which it relied on in denying Dixon's transfer request,<sup>8</sup> since the Respondent did not state with specificity what disciplinary and safety infractions rendered Dixon ineligible for transfer, the requested information was relevant and necessary for the Union to make a determination as to whether the Respondent's reasons for denying Dixon's transfer request were legitimate. Similarly, the Union's request for all handbooks and manuals, with citations to passages which the Respondent relied on in denying Dixon's transfer request, would also help establish whether the denial of Dixon's transfer request was for legitimate reasons. Finally, the Union's request for all accepted applications, with supporting documentation, by transfer applicants in Tacoma for the preceding 2-year period was also relevant and necessary for the Union to determine whether the Respondent's denial of Dixon's grievance was for legitimate reasons. As set out above, Boyette stated in the November 4 information request that it was because of the Respondent's "seemingly arbitrary action" in denying Dixon's transfer request that the Union needed the transfer applications in order to determine to what "standard Ms. Dixon is being held or discriminated by."

<sup>6</sup> As explained above at n. 1, we have not considered the Respondent's brief in resolving the issue presented here. However, in the "Discussion" section below, we shall consider the affirmative defenses which the Respondent included in its answer to the complaint.

<sup>7</sup> As explained in *Worcester Polytechnic Institute*, 213 NLRB 306, 307-308 (1974) (footnote omitted):

The duty of employers to provide information relevant to the statutory representative's administration of a collective-bargaining agreement and to enable it to determine whether issues arising therefrom should or should not be processed as grievances is now a matter of settled law. Thus, in *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1965), the Supreme Court held that the duty to bargain in good faith imposes an obligation to furnish relevant information needed by a union for effective administration of an existing contract and the processing of grievances. The Court went on to conclude that such a duty includes information requested having a "potential" relevance to the union's evaluation of the prudence in pursuing a contractual claim against an employer. [*NLRB v. Acme Industrial Co.*, 385 U.S. at 436-438.]

<sup>8</sup> Although, as explained above, the Union first requested this information in its October 23, 1997 letter to the Respondent, which was mailed on October 25, 1997, there is no evidence that the Respondent ever received that letter. Consequently, the complaint does not allege, nor do we find, that the Respondent unlawfully failed and refused to respond to that information request.

As to Culp's February 21, 1998 request for the names of all individuals hired by the Respondent in Tacoma between June 1 and November 1, 1997, together with supporting personnel information, that information was also relevant and necessary for the Union to determine whether the Respondent's denial of Dixon's transfer request was for legitimate reasons. Included in the parties' contract was a memorandum of understanding regarding transfer, which the parties stipulated was in effect when Dixon made her transfer request. This memorandum of understanding provides, *inter alia*, that "at least one out of every four vacancies will be filled by granting requests for reassignment[.]" (Exh. 3 at p. 166.) The requested information was relevant and necessary for the Union to determine whether the Respondent was complying with its contractual obligation to fill at least one out of four vacancies by granting transfer requests. Whether the Respondent was fulfilling this contractual obligation was relevant to Dixon's grievance because if the Respondent was not complying with this obligation when it denied Dixon's transfer request, this would indicate that its denial of Dixon's transfer request was unreasonable.

The Respondent asserts several affirmative defenses. The Respondent asserts that: (1) the issue is moot because either some or all of the information requested has been provided or has been provided in an alternative form; (2) the complaint fails to state a claim for which relief could be granted "because the information requested is neither relevant nor necessary to the exclusive representative in [the] performance of its bargaining functions"; (3) the information requested is neither relevant nor necessary to the Union's bargaining responsibilities; (4) the allegations respecting NALC are mooted "by the election of that organization to pursue the underlying grievance without the requested information"; and (5) the unfair labor practice proceeding should be deferred to arbitration.

The Respondent asserts that the issue presented is moot because it has already provided all or some of the information requested by the Union. However, at paragraph 26 of the stipulation, the Respondent joined in stipulating that "[n]either Boyette nor any representative of the Union or NALC has ever received the [requested] information[.]" Further, the Respondent joined in stipulating that the issue presented is whether the Respondent's "failure and refusal to furnish the Union with the [requested] information . . . violate[d] Section 8(a)(1) and (5) of the . . . Act." By thus stipulating, in effect, that it had never provided the Union with the information requested in the November 4, 1997 and February 21, 1998 information requests, the Respondent has effec-

tively rebutted its own contention that the issue presented is moot because the Respondent had provided all or some of that information. Accordingly, we find this affirmative defense to be without merit.

As to the Respondent's affirmative defenses that "the information requested is neither relevant nor necessary to the exclusive representative in [the] performance of its bargaining functions[.]" and that it is "neither relevant nor necessary to the Union's bargaining responsibilities," we find these affirmative defenses without merit. As discussed above, we have found that the information requested by the Union is both relevant and necessary for the Union to determine whether the Respondent's refusal of Dixon's transfer request was legitimate, and, ultimately, whether it should grieve the refusal of the transfer request.

We also find without merit the Respondent's affirmative defense that allegations relating to NALC are mooted because NALC opted to pursue the underlying grievance without the requested information. To accept the Respondent's logic here would be to find that the Union's decision to proceed with the grievance without the requested information effectively absolves the Respondent from its unlawful refusal to provide it and frees the Respondent from any obligation to provide it in the future. We decline to reach such a conclusion here. As explained in *Worcester Polytechnic Institute*, 213 NLRB at 309, "to withhold Board processes would, perforce, entail a condonation of the [Respondent's] disregard of its statutory obligations, a result which would hardly contribute to effective implementation of the [grievance procedure] in the future."

Finally, we find without merit the Respondent's affirmative defense that the unfair practice proceeding should be deferred to arbitration. See *Postal Service*, 302 NLRB 918 (1991) (issues regarding a refusal to supply information are not subject to deferral).<sup>9</sup>

In sum, we find that the information requested by the Union regarding the Respondent's denial of Dixon's transfer request was relevant and necessary to a determination by the Union of whether the Respondent's denial

<sup>9</sup> Although the Respondent's answer alleged as an affirmative defense that the complaint allegation should be deferred to arbitration, the Respondent failed to timely file a brief supporting this defense or addressing the *Postal Service* decision or similar Board decisions. In these circumstances, i.e., in the absence of any contention that this Board precedent is inapplicable to the facts of this case or should be overruled, Member Bartlett agrees that this precedent applies in this case.

Since the Respondent's untimely filed brief, which, presumably, addressed the issue of deferral, was not available for his consideration, Member Cowen does not reach the issue of whether deferral would be appropriate in the circumstances present here.

of the transfer request was for legitimate reasons, or whether the denial was discriminatorily motivated. Such information would aid the Union in determining whether to file a grievance and, having filed the grievance, whether to pursue it. Clearly, the Union was entitled to receive the requested information and the Respondent was obligated to furnish it. Because it failed to provide the requested information, we shall order the Respondent to furnish the requested information to the Union. We note that the information requests for all accepted applications by transfer applicants, with supporting documentation, in Tacoma and for the names of all individuals hired in Tacoma, with supporting documentation, during the specified periods of time were not specifically limited to employees included in the bargaining unit. Since the parties stipulated that, if a hearing were held, Union Representatives Boyette and Culp would testify that "this information request was meant to include only those accepted applicants and hires for Unit (city letter carriers) positions represented by NALC," we shall limit the Respondent's obligation to furnish this information to employees transferring into or hired into the bargaining unit during the specified periods.<sup>10</sup>

#### CONCLUSIONS OF LAW

1. The Board has jurisdiction over Respondent pursuant to section 1209 of the Postal Reform Act.
2. NALC and NALC, Branch No. 442, are labor organizations within the meaning of Section 2(5) of the Act.
3. At all relevant times, NALC has been the exclusive collective-bargaining representative of the following employees of Respondent in an appropriate bargaining unit within the meaning of Section 9(b) of the Act:

All city letter carriers employed by the Respondent, excluding professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards, postal inspectors, employees in the supplemental work force, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, postal

clerks, managerial employees and supervisors as defined in the Act.

4. At all material times, NALC, Branch No. 442, was designated by, and acted on behalf of, NALC with regard to all matters in dispute.

5. By failing and refusing to furnish NALC, Branch No. 442, with the information requested in its November 4, 1997 and February 21, 1998 information requests, the Respondent has failed to fulfill its statutory obligations and has thereby engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

6. The unfair labor practices set out in paragraph 5 above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

#### ORDER

The National Labor Relations Board orders that the Respondent, United States Postal Service (Tacoma office), Tacoma, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Refusing to bargain collectively with National Association of Letter Carriers and National Association of Letter Carriers, Branch No. 442, by refusing to furnish National Association of Letter Carriers, Branch No. 442, with the information requested in its November 4, 1997 and February 21, 1998 information requests regarding the Respondent's denial of unit employee Debra Dixon's transfer request.

- (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

- (a) Furnish National Association of Letter Carriers, Branch No. 442, with the information it requested in its November 4, 1997 and February 21, 1998 information requests relating to the Respondent's denial of unit employee Debra Dixon's transfer request. Specifically, the Respondent shall furnish to National Association of Letter Carriers, Branch No. 442: (1) the specific aspects of Dixon's discipline and safety records which the Respondent relied on in denying Dixon's transfer request; (2) any handbooks or manuals, with specific citations, which the Respondent relied on in denying Dixon's transfer

<sup>10</sup> Even assuming that the original information requests were ambiguous or overbroad, this would not excuse the Respondent's refusal to furnish requested information. As explained in *Keauhou Beach Hotel*, 298 NLRB 702, 702 (1990) (footnote omitted).

Moreover, even if the Union's request was ambiguous and/or intended to include information regarding nonunit employees when made, this would not excuse the Respondent's blanket refusal to comply. It is well established that an employer may not simply refuse to comply with an ambiguous and/or overbroad information request, but must request clarification and/or comply with the request to the extent it encompasses necessary and relevant information.

request; (3) all accepted applications for unit positions, together with supporting documentation, for the 2-year period preceding the November 4, 1997 information request; and (4) the names of all unit employees hired by the Respondent in Tacoma between June 1 and November 1, 1997, together with supporting documentation.

(b) Within 14 days after service by the Region, post at all facilities in the Spokane and Tacoma, Washington areas, copies of the attached notice marked "Appendix."<sup>11</sup> Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by Respondent's authorized representative, shall be posted immediately upon receipt and maintained by Respondent for 60 consecutive days in conspicuous places including all places where notices are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 4, 1997.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

#### APPENDIX

#### NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

<sup>11</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

The National Labor Relations Board has found that we violated the Federal labor law and has ordered us to post and obey by this notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist any union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with National Association of Letter Carriers and National Association of Letter Carriers, Branch No. 442, by refusing to furnish National Association of Letter Carriers, Branch No. 442, with the information requested in its November 4, 1997 and February 21, 1998 information requests regarding the Respondent's denial of unit employee Debra Dixon's transfer request.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish National Association of Letter Carriers, Branch No. 442, with the information it requested in its November 4, 1997 and February 21, 1998 information requests relating to the Respondent's denial of unit employee Debra Dixon's transfer request. Specifically, WE WILL furnish to National Association of Letter Carriers, Branch No. 442: (1) the specific aspects of Dixon's discipline and safety records which we relied on in denying Dixon's transfer request; (2) any handbooks or manuals, with specific citations, which we relied on in denying Dixon's transfer request; (3) all accepted applications for unit positions, together with supporting documentation, for the 2-year period preceding the November 4, 1997 information request; and (4) the names of all unit employees we hired in Tacoma between June 1, 1997 and November 1, 1997, together with supporting documentation.

UNITED STATES POSTAL SERVICE